Fill in this in	formation to iden	tify your case		
Debtor 1	GREG DUCHARME First Name	Middle Name	Last Name	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name	<u>. </u>
United States E	Bankruptcy Court for t	he: _Western District of WA		
Case number_ (If known)	19-43703			

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

F	art 1: Explain the Re	payment Terms of the Reaffirma	tion Agreement		
1.	Who is the creditor?	Wells Fargo Bank N.A., o	d/b/a Wells F	argo Auto	
		Name of the creditor			t. (ALABOMIU) (SP)
2.	How much is the debt?	On the date that the bankruptcy case	is filed \$ <u>21,203.23</u>	<u> </u>	
		To be paid under the reaffirmation agr	eement \$ <u>21,261.4</u>	<u>.8</u>	
		\$ 613.73 per month for 44 months (i	if fixed interest rate)		
3.	What is the Annual Percentage Rate (APR) of		<u>14.440</u> %		
	interest? (See Bankruptc) Code § 524(k)(3)(E).)	Under the reaffirmation agreement	14.440	% 🖾 Fixed rate	
				Adjustable rate	
4.	Does collateral secure the debt?	☐ No ☐ Yes. Describe the collateral.	2007 FORD TRUCK	K F350 SUPER DUTY-V8	
		Current market value	\$ <u>16,350.00</u>		
5.	Does the creditor assert that the debt is non dischargeable?	No	nature of the debt a	nd the basis for contending that the debt	is non dischargeable.
6.	Using information from Schedule I: Your	Income and expenses reported on Schee	dules I and J	Income and expenses stated on the reaffi	rmation agreement
	Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the	6a. Combined monthly income from line 12 of Schedule I	\$ <u>782906</u>	6e. Monthly income from all sources after payroll deductions	\$ <u>1829.06</u>
	amounts.	6b. Monthly expenses from line 22c of Schedule J	-\$7701-00	6f. Monthly expenses	- \$ <u>7701.00</u>
		6c. Monthly payments on all reaffirmed debts not listed on Schedule J	-\$ <u>-</u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses	-\$ Ø
		6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the	\$_128D6	6h. Present net monthly income	\$ <u>128.06</u>
		number in brackets.		Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.	

D	ebtor 1	GREG DUCHAR		Case number (# known), 19-43703
		First Name Mic	ddle Name	Last Name
7.	Are the in on lines 6 different?		No Yes.	Explain why they are different and complete line 10
8.	Are the examounts and 6f dif	on lines 6b	No Yes.	Explain why they are different and complete line 10
9.	Is the net income ir than 0?	monthly I line 6h less	No No Yes.	A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.
10	. Debtor's o	certification		I certify that each explanation on lines 7-9 is true and correct.
	If any answ Yes, the de here.	er on lines 7-9 is btor must sign swers on lines 7-9		Signature of Debtor 1 Signature of Debtor 2 (Spouse Only In a Joint Case)
11	. Did an att the debto the reaffii agreemer		No Yes.	Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? Yes
	art 2: S	ign Here		
	Vhoever fill nust sign h		I certify the parties Ide	nat the attached agreement is a true and correct copy of the reaffirmation agreement between the entified on this Cover Sheet for Reaffirmation Agreement. Date Sheri Thome Bankruptcy Specialist
			Printed Checl	Name ,
				Debtor or Debtor's Attorney Creditor or Creditor's Attorney

^{**} The Creditor, or its Agent, completed Questions 1-5 on this form. The Debtor(s) completed the remaining questions on this form. By signing this form, the Filer is only certifying: (1) that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties; and (2) the information in Questions 1-5. The Filer is not certifying the accuracy of any information supplied by the Debtor(s).

B2400A/B ALT (Form 2400A/B ALT) (12/15)

Presumption of Undue Hardship No Presumption of Undue Hardship	
(Check box as directed in Part D: Debtor's Statement	
in Support of Reaffirmation Agreement.)	

UNITED STATES BANKRUPTCY COURT Western District of WA

In re	GREG DUCHARME Debtor	Case No. Chapter 7	19-43703
	REAFFIRMATION A	GREEMENT	
	[Indicate all documents included in this filing	by checking eac	h applicable box.]
	□ Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5)		otor's Statement in Reaffirmation Agreement
	□ Part B: Reaffirmation Agreement	☐ Part E: Mot	ion for Court Approval
	□ Part C: Certification by Debtor's Attorney		
	[Note: Complete Part E only if debtor was not the course of negotiating this agreement. Note prepare and file Form 2400C ALT - Order on I	also: If you com	iplete Part E, you must
	Name of Creditor: Wells Fargo Bank N.A., d/b	/a Wells Fargo Au	<u>uto</u>
	[Check this box if] Creditor is a Credit Union Federal Reserve Act	on as defined in §	319(b)(1)(a)(iv) of the
PART	Γ A: DISCLOSURE STATEMENT, INSTRU	CTIONS AND I	NOTICE TO DEBTOR
	1. DISCLOSURE STATEMENT		
	Before Agreeing to Reaffirm a Debt, Review 1	These Important	Disclosures:
SUM	MARY OF REAFFIRMATION AGREEMEN This Summary is made pursuant to the requirer		kruptcy Code.
<u>AMO</u>	UNT REAFFIRMED		
	The amount of debt you have agreed to reaffirm	n:	\$ <u>21,261.48</u>
	The amount of debt you have agreed to reaffirm inc ed as of the date of this disclosure. Your credit agree		

Case Number: 19-43703

amounts which may come due after the date of this disclosure. Consult your credit agreement.

B2400A/B ALT (Form 2400A/B ALT) (12/15) ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

-4nd/Or

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor:

%. If different

simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

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¢.	<u> </u>	0/
Ψ	<i>w</i>	70,
©	<u> </u>	0/
LIJ.	(0)	70.

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed:

%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 14.44% If different simple interest rates apply to different balances included in the amount reaffirmed,

Case Number: 19-43703

the amount of each balance	e and the rate	e applicable to it	are:
\$@	%;		
	%;		
\$@ <i>_</i>	%.		
c. If the underlying debt tra most recent disclosure given under			variable rate transaction on the
The interest rate on your lo time to time, so that the anr lower.	-		<u> </u>
d. If the reaffirmed debt is waived or determined to be void by items of the debtor's goods or proponnection with the debt or debts be Part B.	y a final orde perty remain	er of the court, the subject to such so	e following items or types of ecurity interest or lien in
Item or Type of Item	<u>Original I</u>	Purchase Price or	Original Amount of Loan
2007 FORD TRUCK F350 SUPER DU	TY-V8		\$ 23,149.00
<u>Optional</u> At the election of the cr the following may be provided:	editor, a rep	ayment schedule	using one or a combination of
Repayment Schedule:			
Your first payment in the amount of)[\$	is due on	(date), but the future
payment amount may be different. applicable. Please refer to your cre	-		greement or credit agreement, as
	_	Or	
Your payment schedule will be:	(nu	mber) payments	in the amount of \$
each, payable (monthly, annually,	weekly, etc.)	on the	(day) of each
(week, month, etc.), unless altered	later by mu	tual agreement in	writing.
	_	Or —	
A reasonably specific description of the creditor or creditor's representation		's repayment obli	gations to the extent known by
Your payment schedule will be <u>44</u>	payments in	monthly installn	nents of \$\frac{613.73}{2}\$ commencing on

LGL-07a_Term (09/12/18)

11/14/2019 and continuing on the same day of each succeeding month.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

- 1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
- 2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
- 3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
- 4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
- 5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
- 6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
- 7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement: Retail Installment Contract in the original amount of \$23,149.00

Loan terms of \$ 21,261.48 @ 14.44 % for \$ 613.73 starting 11/14/2019

2007 FORD TRUCK F350 SUPER DUTY-V8 1FTWW31P07EA98515

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement: NONE

SIGNATURE(S):

Borrower: Cores Ducharme	Accepted by creditor:
Muy Juhn Gres Ducharm	Wells Fargo Bank N.A., d/b/a Wells Fargo Auto
(Print Name)	(Printed Name of Creditor)
(Signature)	PO Box 130000 Raleigh, NC 27605 (Address of Creditor)
Date: 12-15-19	(Signature) Sheri Thome
Co-borrower, if also reaffirming these debts:	Sankruptcy Specialis:
(Print Name)	(Printed Name and Title of Individual Signing for Creditor)
(Signature)	Date of creditor acceptance:
Date:	17/24/2019

B2400A/B ALT (Form 2400A/B ALT) (12/15)

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Check box, if applicable and the creditor is not a Credit Union.] A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney:

[In An Brown

Signature of Debtor's Attorney:

Date: 13-6-19

Case Number: 19-43703

[Read and complete sections 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income, less monthly expenses, does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 7829.04, and my actual

the top of page 1 indicating "No Presumption of Undue Hardship"]

current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ <u>1081.21</u>, leaving \$ <u>141.79</u> to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:
(Use an additional page if needed for a full explanation.)
2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement. Signed: (Debtor)
Date: $\frac{(\text{Joint Debtor, if any})}{(\text{Joint Debtor, if any})}$ $-Or-$ [If the creditor is a Credit Union and the debtor is represented by an attorney]
3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.
Signed:(Debtor) (Joint Debtor, if any)
Date:

B2400A/B ALT (Form 2400A/B ALT) (12/15)

PART E: MOTION FOR COURT APPROVAL

[To be completed and filed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):



Wells Fargo Auto

Lien and Title Information

Lienholder

ELT Lien ID WFS

Lienholder WELLS FARGO AUTO Lienholder PO BOX 997517

Address SACRAMENTO, CA 95899

Lien Release Date

Vehicle and Titling Information

VIN 1FTWW31P07EA98515

Title Number

Title State WA

Year 2007

Make FORD

Model F35

Issuance 5/4/2019

Date

Received 5/4/2019

Date

ELT/Paper ELECTRONIC

Odometer Reading Branding

Owner 1 DUCHARME, GREGORY ROSS

Owner 2

Owner 1020 SPORTSMAN LN SE Address OLYMPIA, WA 985139450

Printed: Friday, December 27, 2019 9:58:25 AM PST

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